

SERVICE LEADERSHIP INDEX® OML™ PROGRESSION PEER GROUP MEMBERSHIP AGREEMENT

This Membership Agreement (“Agreement”) is entered into by and between ConnectWise, LLC, through its Evolve division (hereinafter “ConnectWise,” “Our, and “We”) and you (hereinafter “You,” “Your,” or the “Company”), this day (“Effective Date”) for the purposes of enrolling You in the Service Leadership Index® Operational Maturity Level™ Progression Peer Group Program and the accompanying services (collectively the “ConnectWise Offering(s)”). ConnectWise and You shall be referred to herein individually as a “Party,” or collectively as the “Parties.”

BY ACCEPTING THIS AGREEMENT, AS EVIDENCED BY EITHER (I) CLICK-THROUGH ACCEPTANCE; (II) PHYSICAL OR ELECTRONIC SIGNATURE; (III) BY EXECUTION OF A SCHEDULE THAT REFERENCES THIS AGREEMENT; AND/OR (IV) UPON YOUR USAGE OF THE CONNECTWISE OFFERING(S), YOU EXPRESSLY AGREE TO THE TERMS AND CONDITIONS OUTLINED WITHIN THIS AGREEMENT. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THIS AGREEMENT. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST NOT ACCEPT THIS AGREEMENT AND YOU MAY NOT USE THE ASSOCIATED CONNECTWISE OFFERING(S). THE PARTIES AGREE THAT THIS AGREEMENT MAY BE ELECTRONICALLY SIGNED AND ANY SUCH ELECTRONIC SIGNATURE(S) APPEARING ON THIS AGREEMENT ARE DEEMED THE SAME AS HANDWRITTEN SIGNATURES FOR THE PURPOSES OF VALIDITY, ENFORCEABILITY, AND ADMISSIBILITY.

1. **BACKGROUND**

a. Service Leadership Quarterly Benchmark Reporting. The Service Leadership Index® Quarterly Benchmarking Report is provided to members of the Service Leadership Index® Program (the “S-LI Program”) wherein industry metrics of IT Solutions Providers are collected and analyzed against the best performing companies in the industry. The results of the metrics, which encompass financial and operational benchmarking reporting, are then published and circulated on a quarterly basis within the exclusive S-LI Program. S-LI Program members seeking to improve company results can utilize the S-LI Program to benchmark their performance metrics against those of the best performing companies in the industry.

b. Operational Maturity Level™ Progression Peer Group Program. The Operational Maturity Level (“OML”™) Progression Peer Group Program (the “OML Peer Group Program”) is a service administered by the ConnectWise Evolve Peer group organization wherein OML Peer Group members meet in a non-competitive forum with a group of industry peers on a quarterly basis to (i) discuss and compare their industry results and profitability; (ii) learn how to grow their offerings; (iii) solve challenges of growth and productive change; and (iv) share their successes. Under the OML Peer Group Program senior advisors will lead workshops and web meetings in which OML Peer Group Program members actively participate and contribute.

The OML Peer Group Program is ConnectWise’s most comprehensive approach to assisting Solution Providers with optimizing performance improvement as it leverages the current industry best practices and best-in-class reporting metrics available within the S-LI Program, and combines it with interactive peer group sessions and workshops intended to assist OML Peer Group Program members in navigating how to successfully set and attain company goals, increase profitability, and accelerate professional and organizational growth.

c. Benchmarking. You acknowledge that ConnectWise will share Your data with other members of the OML Peer Group Program and include it within the Service Leadership Index and SLIQ Reports.

2. MEMBERSHIP FEE

You shall pay the OML Peer Group Program membership fee(s) according to the terms of any such accompanying proposal or invoice. Your OML Peer Group Program membership includes: (i) attendance at three (3) quarterly in-person meetings per year for up to two (2) designated attendees (a third designated attendee may attend, additional meeting fees will apply); (ii) attendance at one (1) web-based meeting per year; (iii) Service Leadership Index Quarterly Benchmarking; (iv) a subscription to SLIQ - ConnectWise's cloud based Operational Maturity Level progression application; (v) meeting fees including breakfast, lunch and snacks provided during the meetings; (vi) one (1) group dinner; and (vii) all meeting room and facilitator fees and expenses. Your travel to and from meetings, and accommodations at meeting sites are Your responsibility and they are not included in or covered by the membership fee.

3. TERMS AND CONDITIONS

a. Term and Termination. Your membership in the OML Peer Group Program and this Agreement may be voluntarily terminated upon completion of the initial annual term with forty-five (45) days prior written notice. This Agreement will automatically renew for successive quarterly contract periods (comprised of three (3) month periods commencing on January 1st, April 1st, July 1st or October 1st), unless one (1) Party provides the other Party with notice of nonrenewal at least forty-five (45) days prior to the end of the relevant term. The pricing during any renewal term will increase to the then current list price.

b. Fees. Membership fees are billed monthly, and all invoices are payable on a Net fifteen (15) day basis. If You terminate Your participation in the OML Peer Group Program, You will forfeit any previously paid fees. Upon termination, You agree to let ConnectWise notify the additional OML Peer Group Program members of Your departure.

c. Confidentiality and Indemnification. All information provided by You and any members of the OML Peer Group Program to either ConnectWise and/or any other OML Peer Group Program member(s) shall remain confidential (unless otherwise publicly available) for a period of two (2) years from the date of Your last use of the ConnectWise Service(s). ConnectWise may use (on an anonymous and aggregate basis) certain financial and operational benchmark information provided by You and any other members of the OML Peer Group Program with the understanding that no financial or operational benchmark information will be disclosed that would identify You. You agree to waive any claims that You might have against ConnectWise or any other member(s) of the OML Peer Group Program that result from Your participation in, and utilization of, the ConnectWise Offering(s). You shall fully indemnify ConnectWise against any claims that may result from Your participation in, and utilization of, the ConnectWise Offering(s).

d. Ownership. All materials and information presented or shared by ConnectWise ("ConnectWise Confidential Information") during Your participation in, and/or utilization of, the ConnectWise Offering(s) is/are deemed proprietary and confidential in nature and shall remain the sole property of ConnectWise. You may not use or reuse ConnectWise Confidential Information in any form (written, audio, video) beyond the scope of Your participation in, and utilization of, the ConnectWise Offering(s). ConnectWise shall maintain the confidentiality of Your proprietary and financial information.

4. NON-SOLICITATION

You agree to not to directly, or indirectly, solicit for employment any personnel of ConnectWise or other any other OML Progression Peer Group members within Your designated OML Peer Group Program peer group during the term of this Agreement, and for a period of one (1) year after the termination of Your OML Peer Group Program participation.

5. NON-COMPETE

You shall not knowingly, directly, or indirectly, compete with ConnectWise and/or any members in the OML Peer Group Program that are in the same peer group as You for the duration of Your participation within the OML Progression Peer Group Program, and for a period of one (1) year thereafter. This Section 5 shall not apply to You if (i) You have an existing business relationship or outstanding proposal prior to Your entering of this Agreement; (ii) upon mutual consent of the Parties; or (iii) if You have consented to participation in an OML Peer Group Program peer group which contains an OML Peer Group Program competing group member.

6. LIMITATION ON LIABILITY

UNDER NO CIRCUMSTANCES SHALL CONNECTWISE BE HELD LIABLE, UNLESS BROUGHT TO ITS ATTENTION BY YOU IN WRITING WITHIN FORTY-FIVE (45) DAYS OF SUCH OCCURRENCE, FOR: (I) ANY LOSSES RELATING TO THE CONNECTWISE OFFERING(S); AND/OR (II) THE ACTIONS OF CONNECTWISE IN CONNECTION WITH THIS AGREEMENT. NO CLAIM FOR LOSSES OR OTHER RELIEF ARISING OUT OF THIS AGREEMENT OR THE CONNECTWISE OFFERING(S) MAY BE FILED BY YOU MORE THAN ONE (1) YEAR FOLLOWING ITS DELIVERY TO YOU.

NEITHER PARTY (INCLUDING ANY OF CONNECTWISE'S SUPPLIERS) SHALL BE HELD LIABLE FOR THE FOLLOWING (EXCEPT IN THE CASE OF INFRINGEMENT OF CONNECTWISE'S INTELLECTUAL PROPERTY RIGHTS AND OF THIRD PARTY CLAIMS ARISING UNDER THE INDEMNIFICATION SECTION OF THIS AGREEMENT FOR WHICH THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW SHALL BE IMPOSED): ANY INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES OF ANY NATURE, INCLUDING, BUT NOT NECESSARILY LIMITED TO, LOSS OF PROFIT, DAMAGES RELATING TO MONIES SAVED OR FEES GENERATED AND OR ANY ACCURACY, RELIABILITY, SECURITY, LOSS OR CORRUPTION OF DATA BY USE OF ANY CONNECTWISE OFFERING(S), REGARDLESS OF WHETHER SUCH LOSS WAS FORESEEABLE OR A PARTY WAS APPRISED OF THE POTENTIAL FOR SUCH DAMAGES. IN NO EVENT WILL A PARTY'S LIABILITY EXCEED THE FEES PAID AND OR OWED FOR THE PRODUCT(S) OR SERVICE(S) THAT GAVE RISE TO THE BREACH DURING THE TWELVE (12) MONTHS PRECEDING THE CLAIM. THE FOREGOING LIMITATION WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY BUT WILL NOT LIMIT YOUR PAYMENT OBLIGATIONS UNDER THE "FEES" SECTION ABOVE.

7. GENERAL TERMS

a. Amendments. The terms of this Agreement may only be amended by mutual written agreement of the Parties.

b. Force Majeure. Except for payment obligations and confidentiality obligations, neither Party will be liable for any action taken, or any failure to take any action required to be taken, as a result of circumstances beyond a Party's control, including, without limitation, attacks by third parties, acts of terror, epidemic, pandemic, disease, failure from Internet Service Provider(s), Non-

ConnectWise application(s), war, civil unrest or commotion, acts of God including, but not limited to, earthquakes, epidemics, fires, floods or weather, strike or other stoppage (whether partial or total) of labor, any law, decree, regulation or order of any government or governmental body (including any court or tribunal) power failure, telecommunications interruption, the failure or closure of a financial institution, computer malfunctions, acts of God or any other failure, interruption or error not directly caused, or reasonably anticipated, by ConnectWise.

c. Order of Precedence. Any conflict or inconsistency among or between the terms and conditions of the documents comprising this Agreement shall be resolved according to the following order of precedence, from the document with the greatest control to the least: (i) the Schedule; (ii) any relevant Addendum; and (iii) this Agreement. Notwithstanding this Order of Precedence, a purchase order issued by You and/or any member(s) of the OML Peer Group Program shall have no force or effect whatsoever and shall not modify the terms of this Agreement or any documents indicated herein.

d. Independent Contractors. The relationship of the Parties, and the classification of each individual Party under this Agreement shall be that of independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the Parties.

e. Data. You represent and warrant that (i) You have the right, including consent where required, to lawfully transfer to ConnectWise all of Your applicable data required under Your participation in the OML Progression Peer Group Program, and any other data or information related to Your access or use of the ConnectWise Offering(s); (ii) Your use of the ConnectWise Offering(s) does now, and at all times will, comply with applicable law, including, but not limited to, the European Union General Data Protection Regulation; (iii) You are responsible and liable for all activities that occur within Your user account(s); and (iv) You shall not misuse any ConnectWise Offering(s) by sending spam or otherwise duplicative or unsolicited messages or store infringing, obscene, threatening, or otherwise unlawful material or material that is harmful to children or violates third party privacy rights.

f. Assignment. This Agreement may not be assigned by You without the prior written consent of ConnectWise, with such consent not to be unreasonably withheld by ConnectWise. Connectwise may transfer this Agreement as part of any merger, acquisition, or sale of the business or ConnectWise affiliates to which it relates. If a court of competent jurisdiction finds any portion of this Agreement unenforceable, that portion of the Agreement will be deemed modified to the extent necessary to make it enforceable, and the remainder of this Agreement will remain unchanged.

g. Attorneys' Fees. If ConnectWise commences any action(s) or proceeding(s) against You to enforce the terms of this Agreement, ConnectWise shall be entitled to an award against You for all reasonable attorneys' fees, costs, and expenses incurred by ConnectWise in connection with such action(s) or proceeding(s) (including any mediation or arbitration, and at all levels of trial and appeal), and in connection with the enforcement of any judgment or order thereby obtained.

h. Drafter. This Agreement shall be construed and interpreted fairly, in accordance with the plain meaning of its terms, and there shall be no presumption or inference against the Party drafting this Agreement in construing or interpreting the provisions herein.

I. CLASS ACTION WAIVER. YOU AGREE THAT ANY CLAIM THAT YOU MAY HAVE AGAINST CONNECTWISE, INCLUDING CONNECTWISE'S PAST OR PRESENT EMPLOYEES OR AGENTS, SHALL BE BROUGHT INDIVIDUALLY AND YOU SHALL NOT CONJOIN SUCH

CLAIM WITH THE CLAIMS OF ANY OTHER PERSON OR ENTITY AND/OR BRING, JOIN OR PARTICIPATE IN A CLASS ACTION AGAINST CONNECTWISE.

j. Import Export. You acknowledge that the ConnectWise Offering(s) is/are subject to control under European and U.S. law, including the Export Administration Regulations and You agree to comply with all applicable import and export laws and regulations. You agree that the ConnectWise Offering(s) will not be exported, re-exported, or transferred in violation of U.S. law or used for any purpose connected with chemical, biological, or nuclear weapons or missile applications, nor be transferred or resold, if You have knowledge or reason to know that the ConnectWise Offering(s) are intended or likely to be used for such purpose.

k. Announcements. You grant ConnectWise a royalty-free, limited, nontransferable (except in connection with an assignment of this Agreement), nonexclusive license during the term of this Agreement to use and display Your logo(s) and trademark(s) in ConnectWise's customer lists, advertising materials, trade show materials, and other literature identifying ConnectWise's customers. ConnectWise may issue a press release regarding its transaction with You.

l. Counterparts. This Agreement, any associated Addendum, and any related Schedule as applicable may be signed in any number of counterparts and each part shall be considered part of the whole and valid, legally binding document.

m. Notice. All notices required under this Agreement are deemed effective within three (3) days after mailing via the US (United States) Postal Service (first class, postage prepaid), or a national courier service (e.g., FedEx or UPS). ConnectWise may also send Your notice via email. Notices to You shall be sent to the address ConnectWise has on file for You. Notices to ConnectWise must be sent to 400 N. Tampa Street, Suite 130 Tampa, FL 33602.

n. Headings. The section headings used within this Agreement are for information purposes only and shall not affect the interpretation of any provision of this Agreement.

o. Validity. In the event that any term or provision of the Agreement shall be held to be invalid, the same shall not affect in any respect whatsoever the validity of the remainder of the Agreement.

p. Third Parties. There are no third-party beneficiaries under this Agreement.

q. Governing Law and Jurisdiction. The governing law is: The laws of the State of Florida and controlling United States Federal Law and the courts having exclusive jurisdiction are the state and federal courts located in Hillsborough County, Florida, U.S.A.

r. Agreement to Governing Law and Jurisdiction. Each Party agrees to the applicable governing law above without regard to choice or conflicts of law rules, and to the exclusive jurisdiction of the applicable courts above.

s. Survival. Sections pertaining to Confidentiality, Ownership, Limitation of Liability and Termination shall survive termination of this Agreement.

t. Entire Agreement. The Agreement and all documents incorporated by reference herein shall comprise the entire agreement as pertaining to the subject matter thereof and all other prior representations, proposals, and other such information exchanged by the Parties concerning the subject matter is superseded in their entirety by this Agreement.